

OFFICIAL PROCEEDINGS OF
THE ST. MARY PARISH COUNCIL OF THE
PARISH OF ST. MARY, STATE OF LOUISIANA

NOVEMBER 13, 2019
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman Gabriel Beadle presiding and the following members present: Rev. Craig Mathews, J Ina, Dale Rogers, Glen Hidalgo, Ken Singleton, Patrick Hebert, James Bennett, Sterling Fryou, Paul P. Naquin, Jr., and Kevin Voisin.

The Invocation was pronounced by Rev. Mathews and the Pledge of Allegiance was led by Mr. Ina.

Mr. Voisin moved that the reading of the minutes of the Second Regular Meeting, October 23, 2019, be dispensed with and that the same be approved. Mr. Hebert seconded the motion, which carried.

Mr. Beadle recognized Baldwin Alderman H.B. Bell and Mary Ann Newton, newly elected Parish Council Members Scott Ramsey, Dean Adams, Les Ruff, and Dr. Kristi Prejeant.

St. Mary Parish Re-entry Program Representative, Ann W. Poole, 1024 Ramos Street, Morgan City, Louisiana, and Unlimited Opportunity Services Representative, Prophetess Dr. Shondrelle Perrilloux, P.O. Box 431, St. Rose, Louisiana, appeared before the Council to discuss St. Mary Parish Re-entry Program.

Dr. Perrilloux expounded on the success of the Unlimited Opportunity Services program and asked the Council to consider allocating \$150,000 in the budget.

Rev. Mathews reminded Councilmen that several luncheons have been held to educate and create awareness to understand the impact of recidivism in St. Mary Parish. He stated that the request will be placed on the Finance Committee's agenda.

Mr. Rogers congratulated all elected candidates that ran for office and wished good luck to the candidates in the run off. He also congratulated Dr. Prejeant on her recent marriage to Craig Rink.

Executive Director of St. Mary Council on Aging, Beverly Domengeaux informed that the Thanksgiving Meals for Seniors luncheon, sponsored by Peoples Health and Second Harvest Food Bank, will be held on November 20, 2019 at 10:00 a.m. at the Patterson Civic Center. Space is limited so she asked that interested parishioners RSVP by calling 337-907-6310.

Andrew Gros, 230 N. Verrett, Amelia, Louisiana appeared before the Council in opposition of installing a three way stop sign at the intersection of Barrow and Percy Streets in Amelia, Louisiana. He informed that he owns a business located at 1415 Barrow Street in Amelia and expounded on safety concerns.

Parish President, David Hanagriff reported that Pelican Waste service has improved and that bear resistant cans are being distributed.

Mr. Rogers requested help from the state and stated that more needs to be done to solve the bear problems.

In response to Mr. Ina's inquiry, Mr. Hanagriff informed that Bear Conflict Officer, Catherine Siracusa and Wildlife and Fisheries educate residents on bear issues.

Mr. Hanagriff informed that Fairview Treatment Center will hold a Parish Stakeholders meeting on November 21, 2019 at noon at 1101 Southeast Boulevard in Bayou Vista, Louisiana.

Mr. Hanagriff also informed that the Senior Luncheon will be held November 14, 2019 at 10:00 a.m. at the Franklin Recreation Center.

Mr. Hanagriff reminded everyone to exercise their right to vote on November 16, 2019.

Chief Administrative Officer, Henry “Bo” LaGrange, presented his report for a three (3) week period ending November 13, 2019 (all items were informational).

In response to Mr. Fryou’s inquiry relative to heavy loads detouring from Highway 90 to LA Highway 182 at Duhon Boulevard between Morgan City and Amelia, Mr. LaGrange expounded on the condition of the overpass and stated that any damage to Duhon Boulevard as a result of the detour route will be repaired by DOTD.

Planning & Zoning Director, Mrs. Tammy Luke presented the following item as recommended by the Planning & Zoning Commission at their October 21, 2019 Regular Meetings:

a. Recommend Rezoning –

Name: Kristi Wiese
Address: 200 Faith Lane, Franklin, LA

Parcel Id# Sec. 62 T14S R9E;
-Parcel Id# 2174721047.00-2174721048.00-
Parcel #2174721047.00-Lot Tract “QGHRTQ” per Plat M of Don 4719 being Faith Baptist Church Acq. M of Don 4719
#2174721048.00-Lot Tract “TRIJKST” per Plat M of Don 4719 being Faith Baptist Church Parsonage Acq. 23E 186101

PURPOSE: to rezone from Single Family Residential (SR) Zoned District to Neighborhood Commercial (NC) Zoned District for faith-based homeless shelter and transitional living facility for women and children.

Mr. Voisin moved to Recommend Rezoning for:

Name: Kristi Wiese
Address: 200 Faith Lane, Franklin, LA

Parcel Id# Sec. 62 T14S R9E;
-Parcel Id# 2174721047.00-2174721048.00-
Parcel #2174721047.00-Lot Tract “QGHRTQ” per Plat M of Don 4719 being Faith Baptist Church Acq. M of Don 4719
#2174721048.00-Lot Tract “TRIJKST” per Plat M of Don 4719 being Faith Baptist Church Parsonage Acq. 23E 186101

PURPOSE: to rezone from Single Family Residential (SR) Zoned District to Neighborhood Commercial (NC) Zoned District for faith-based homeless shelter and transitional living facility for women and children.

Mr. Naquin seconded the motion, which carried.

Mr. Voisin moved that the Public Hearing Report, October 23, 2019 be approved. Mr. Hidalgo seconded the motion, which carried.

Mr. Rogers introduced the following ordinance:

ORDINANCE NO.

An Ordinance declaring certain public property surplus
and authorizing the sale or transfer of the same.

WHEREAS, the St. Mary Parish Council finds that the below described property is no longer needed for a public purpose and to declare such public property surplus.

NOW, THEREFORE BE IT ORDAINED by the St. Mary Parish Council, on behalf of the St. Mary Parish Government, declares:

SECTION 1. The below described property belonging to the Parish of St. Mary is no longer needed for a public purpose and are hereby declared surplus property:

Dell Optiplex 760 Computer, Serial #CLD7VH1, Parish Tag #007330
Dell Optiplex 760 Computer, Serial #DLD7VH1, Parish Tag #007331
Dell Optiplex 760 Computer, Serial #JLD7VH1, Parish Tag #007332
Dell Optiplex 760 Computer, Serial #GLD7VH1, Parish Tag #007333
Dell Optiplex 760 Computer, Serial #HLD7VH1, Parish Tag #007334
HP Printer Model LaserJet 400, Serial #CNDG126543
2005 Patriot 14x64 Mobile Home

SECTION 2. The Parish President is authorized for and on behalf of the St. Mary Parish Council to take whatever actions and to execute any and all documents relative to the sale or transfer of the above described property in accordance with law.

SECTION 3. All ordinances or parts of ordinances thereof in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall become effective and be in full force upon signature of the Parish President.

This ordinance having been offered and read on this the 13th day of November, 2019; having been published in accordance with law.

Mr. Singleton requested to withdraw Item 13A, “FOR ADOPTION - An Ordinance establishing a one hundred twenty day waiting period before re-introducing an Ordinance which has failed.”

No action was taken on Item 13B, “FOR ADOPTION - An Ordinance installing a Three-Way stop sign at the Intersection of Barrow and Percy Streets, Amelia, Louisiana.”

Item 13C. “FOR ADOPTION - An Ordinance adopting the 2020 Combined Budgets of Revenues and Expenditures for the Parish of St. Mary, State of Louisiana” and Item 13D, “FOR ADOPTION - An Ordinance adopting the proposed Five Year Capital Outlay Program for the Years 2020, 2021, 2022, 2023, and 2024” were withdrawn.

Mr. Rogers moved that the following Ordinance be adopted. Rev. Mathews seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Rev. Mathews, Messrs. Ina, Rogers, Hidalgo, Singleton, Hebert, Bennett, Fryou, Naquin, Voisin, and Beadle

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2201

An Ordinance authorizing the Parish of St. Mary to enter into a Contract for Emergency and Non-Emergency Ground Ambulance Services with Acadian Ambulance Service, Inc. for the Parish of St. Mary.

BE IT ORDAINED by the St. Mary Parish Council, in regular session convened:

SECTION I. That the Parish of St. Mary enter into a Contract for Emergency and Non-Emergency Ground Ambulance Services with Acadian Ambulance Service, Inc. for the Parish of St. Mary all in accordance with the basic terms and conditions contained in Exhibit “A”, attached hereto.

SECTION II. That David Hanagriff, Parish President is authorized to execute such lease on behalf of the Parish Council.

SECTION III. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 23rd day of October, 2019; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 13th day of November 2019; was adopted.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This Ordinance was submitted to the President of St. Mary Parish on this the 15th day of November 2019 at the hour of 8:43 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This Ordinance was returned to the Clerk of the Council on this the 15th day of November 2019 at the hour 2:39 p.m.

PROFESSIONAL SERVICES CONTRACT FOR EMERGENCY AND
NON-EMERGENCY GROUND AMBULANCE SERVICES FOR
ST. MARY PARISH, LOUISIANA

I. RECITALS

This agreement is entered into and by and between ACADIAN AMBULANCE SERVICE, INC. ("Provider" or "Acadian"), and the PARISH OF ST. MARY (Parish), on its behalf and on behalf of any municipality that wishes to participate through an intergovernmental agreement (collectively, the "Service Area") herein duly represented by its duly authorized Parish President, on this _____ day of _____, 2019, for the exclusive provision of emergency and non-emergency ambulance service.

II. DEFINITIONS

a. Ambulance:

"Ambulance" means any authorized emergency vehicle, equipped with warning devices, designed and operated as a part of a regular course of conduct or business to transport a sick or injured individual or which is advertised or otherwise held out to the public as such. "Ambulance" shall not mean a hearse or other funeral home vehicle utilized for the transportation of the dead. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit.

b. Sprint Unit:

"Sprint Unit" means any emergency vehicle with fully visual and audible warning signals operated by a certified ambulance service, the primary purpose of which is to respond to the scene of a medical emergency to provide emergency medical stabilization or support, or command, control, and communications, but which is not an ambulance designed or intended for the transport of a patient regardless of its designation.

c. Person:

"Person" includes any person, firm, partnership, association, company, or organization of any kind.

d. Owner-Operator:

"Owner" or "Operator" means any person who owns, controls, or operates an ambulance for purposes of providing both emergency and non-emergency medical care and transportation.

e. Driver:

"Driver" means any person who physically drives an ambulance.

f. Certified Emergency Medical Technician – Basic:

"Certified Emergency Medical Technician-Basic" means an individual who has successfully completed an emergency medical technician-basic training program developed and promulgated by the United States Department of Transportation and adopted by the Bureau of Emergency Medical Services, who is nationally registered, and who is certified by the bureau.

g. Certified Emergency Medical Technician – Intermediate:

"Certified Emergency Medical Technician-Intermediate" means any individual who has successfully completed an emergency medical technician-intermediate training program developed and promulgated by the United States Department of Transportation and adopted by the Bureau of Emergency Medical Services, who is nationally registered, and who is certified by the bureau.

- h. Certified Emergency Medical Technician – Paramedic:
“Certified Emergency Medical Technician-Paramedic” means any individual who has successfully completed an emergency medical technician- paramedic training program developed and promulgated by the United States Department of Transportation and adopted by the Bureau of Emergency Medical Services, who is nationally registered, and who is certified by the bureau.
- i. Caregiver:
“Caregiver” shall mean, individually and collectively, an Emergency Medical Technician-Basic, Emergency Medical Technician-Intermediate, or Emergency Medical Technician-Paramedic.
- j. Advanced Life Support (ALS) Ambulance:
“Advanced Life Support Ambulance” means any publicly or privately owned vehicle equipped or used for transporting the wounded, injured, sick or dead by stretcher including emergency vehicles used for that purpose, but not including funeral coaches used exclusively as such. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit. The vehicle must be permanently equipped, as part of its regular equipment, with the minimum essential equipment in appropriate sizes for treating infants, children and adults consistent with the Bureau of Emergency Medical Services protocols.
- k. Basic Life Support (BLS) Ambulance:
“Basic Life Support Ambulance” means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician-basic.
- l. Emergency Patient:
“Emergency Patient” shall mean an individual who is ill, injured, or otherwise incapacitated and is at risk of needing medical care during transportation by stretcher to or from a health care facility.
- m. Non-Emergency:
“Non-Emergency” means all medical care and transportation that is not emergency in nature as defined above.

III. TERM

The term of this Agreement shall be for five (5) years from the date of signature. Upon expiration of the original term, this agreement shall renew for one (1) additional term of five (5) years unless the Parish provides Acadian with at least one hundred eighty (180) days advance written notice of intent not to renew. Such renewal shall be subject to acceptance by Acadian before becoming effective and binding upon the parties.

IV. OBLIGATIONS OF PROVIDER

- a. Ground Ambulance Service
Provider shall provide exclusive emergency and non-emergency Advanced Life Support and Basic Life Support ground ambulance service for the duration of this agreement for all emergency and non-emergency transports which originate within the geographical boundaries of the Service Area. Provider shall base three (3) ambulances within the Parish.

In addition to ground ambulances, Acadian is to be the exclusive primary provider of rotor wing air ambulance transports which originate within the geographic boundaries of the Service Area dispatched through the 911 system or by any employee or volunteer first responder of the Parish or any of the Service Areas, and including any person working for or in a facility receiving local funding to subsidize such facility's operations and/or revenue, and as such shall also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities. If Acadian is unable to provide the necessary air support then Acadian shall call for mutual aid assistance.

Residents of the Service Area shall have access to (assuming there is appropriate medical necessity and subject to availability) Provider's Medical fixed wing air ambulance airplanes.

Provider agrees that for the duration of this Agreement it shall be obligated to maintain at least one medically configured Advanced Life Support helicopter stationed within 65 air miles the St. Mary Parish line available (weather permitting) 24 hours per day. Provider further agrees that is shall be obligated to maintain a backup Advanced Life Support helicopter on a full-time 24-hour basis within 65 air miles of the St. Mary Parish line. The helicopters shall be staffed at all times by a FAA certified pilot and Nationally Registered Paramedic and a Registered Nurse.

b. Insurance Required

Prior to commencing operations under this Agreement, Provider shall file upon request with the Parish Council policies of general liability insurance, automobile liability insurance, workers' compensation insurance and medical legal liability insurance issued by an insurance company qualified to do business in the State of Louisiana which shall contain the following conditions and stipulations:

1. The term of such insurance policies shall be for a period of not less than one (1) year. Proof of insurance must be provided upon request on a yearly basis;
2. The general liability and automobile liability insurance policies shall provide not less than limits of liability for each accident causing bodily injury (including death at any time resulting from), FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each person, FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each accident and FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each property damage sustained in any accident, with the Service Area listed and included as an additional insured to the extent of Provider's Contractual obligations hereunder;
3. The medical malpractice insurance policy(ies) shall provide limits of liability of each accident causing bodily injury (including death at any time resulting therefrom) of FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each person, and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each accident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LA R.S. 40:1299.44, et. seq. shall be deemed to be medical legal liability insurance within the contemplation of this ordinance;
4. The worker's compensation insurance policy (ies) shall provide coverage for statutory benefits up to an aggregate amount of any one claim in the amount of ONE MILLION and No/100 (\$1,000,000.00) DOLLARS. In the event that Provider is self-insured, it shall provide upon request evidence of self-insurance along with proof of adequate excess insurance;

5. Provider shall furnish the Service Area with a waiver of subrogation against any and all claims for damages or liability to the extent arising from their operations within the geographical boundaries of the Service Area.

c. Inspections of Ambulances

Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspections stickers by the Louisiana Department of Motor Vehicles and each ambulance shall be equipped in compliance with the standards for ambulance equipment as contained, inspected, and approved yearly by the Louisiana Department of Health and Hospitals and as set forth in LA R.S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this Agreement.

d. Emergency Medical Technicians

1. No Ambulance shall transport an emergency patient with the transport originating in or from the geographic boundaries of the Service Area unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew shall consist of at least one Nationally Registered Paramedic and one Nationally registered EMT Basic as driver;
2. No person shall provide services in any capacity on an emergency or non-emergency response vehicle unless he is the holder of a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of license as a registered nurse; or is a physician or surgeon licensed to practice medical by the Louisiana State Board of Medical Examiners. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association;
3. Provider shall, at all times, and under penalty of revocation, certify upon request that all persons serving on said ambulance meets the following qualification;
 - i. The caregiver is a person of at least eighteen (18) years of age;
 - ii. The caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1231, et. seq.;
 - iii. All employees of Provider who shall operate an ambulance in the Service Area shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under penalty of permit revocation, that all drivers of its ambulance meet the following criteria:
 1. The driver is a person of at least eighteen (18) years of age;
 2. The driver is a Louisiana Certified Emergency Medical Technician – Basic, Emergency Medical Technician – Intermediate, or Emergency Medical Technician – Paramedic.

e. Standards of Ambulance Equipment

Provider warrants that each ambulance shall carry at all times, when the ambulance is in use, the minimum essential equipment as specified in Section II, DEFINITIONS,

specifically j.) Advanced Life Support (ALS) Ambulance and k.) Basic Life Support (BLS) Ambulance.

f. Ambulance Performance Standards

1. Provider warrants that it shall not unreasonably refuse to respond to a request for emergency service within the geographic boundaries of the Service Area;
2. Provider warrants that it shall not refuse to respond to a request for emergency service on the grounds of the patient's inability to pay for such services;
3. Provider warrants that it shall conform to all nationally accepted protocols with respect to ground ambulance response times within St Mary Parish.

g. Review of Rates and Financial Information

1. Provider shall upon request submit a schedule of its rates for all services to the Parish for review by January 1st of each year and in such format as may be designated by the Parish. The Parish shall have authority to review, and/or approve such rates. The Parish shall have 15 days to review and/or object to such. If written objection is not presented within 15 days the rates will be deemed set and approved and become effective on the 16th day. Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen, and any other services included in Provider's Schedule of Rates except as approved by the Parish. A current statement of said fees is attached hereto. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services, and pharmaceuticals, and to charge reasonable fees for said new items that are added. Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers, then current customary rates, within the State of Louisiana. Provider shall be allowed to increase charges for ancillaries at the then current market rate, without the need for approval by the Parish. Additionally, Provider shall be allowed to institute a change in rate structure and/or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The St. Mary Parish Governing Authority acknowledges that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure;
2. Provider shall permit the Parish or its auditor's reasonable access to its financial records, books, documents, papers, files, or other records, that are pertinent, during normal business hours upon reasonable notice and which, to the extent allowed by law, shall only be revealed and discussed in executive or confidential session. In addition, the Parish and its members, to the extent allowed by law, agree to execute any documents and abide by any federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information;
3. Provider may present to the Parish an annual audit of owner/operator's financial statements and activities. The parties agree that the Parish has the right to demand an independent audit of the response time of Acadian's performance under this Agreement. Such audit shall be performed at a mutually agreeable time by both parties but not later than thirty (30) days after receipt by the Council of Response Time information for a particular period and shall be for the account of the Parish Council except as set forth hereafter. Should such audit produce results which materially differ from the results presented to the council by Acadian, then, in such instance, Acadian shall bear all costs associated with the independent audit which produced such differing results.

h. Response Reliability Standards

Provider shall produce a maximum response time of 15 minutes on not less than 80% of all emergency responses originating within St. Mary Parish.

Throughout the term of this contract except as set forth below, Provider acknowledges that it shall be the Provider's responsibility to meet said responses times regardless of the number of ambulances required to meet said standards. Additionally, Provider acknowledges that at all times it will operate said service aiming always to provide better, and increased service, and decreased response times.

i. Response Time

Response times on emergencies will be calculated from the time of receipt by Provider's Dispatch Center of "essential information" until the arrival at the scene of the incident by an ambulance or Sprint Unit. Response times will be calculated each calendar month by Provider. Provider agrees to provide upon request the Parish monthly reports of response times by area along with all backup documentation including the itemized summary of each call that is included in the monthly report. The itemized summary of each call shall include all available information regarding the time, arrival times, etc. of each call. Included on Monthly Response time reports shall be all calls excluded from the response time calculation. All information and backup documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the St. Mary designed representative within 15 days of the end of the previous month. Each party to this agreement will monitor response times.

j. Essential Information

The "essential information" shall include location, any requested directions to location, callback number, and chief complaint or nature to the problem, or if the initial location information is obtained from a 911-database, confirmation that the patients' location is the same as that of the caller, or confirmation of the patient's actual location.

k. Excluded Responses

Provider shall have the responsibility to document the nature of the circumstances surrounding said excluded response and the runs affected. It shall be the Provider's responsibility to prove said response should be excluded or the same shall be included. Excluded responses from response time obligations are as follows:

1. Faulty address-match data from the 911 computers or incorrect, insufficient information from the caller;
2. Responses which occur during periods of abnormal severe weather conditions that could reasonably be expected to substantially impair response time performance;
3. Unusual road conditions, blocked railroad and bridge crossings which could reasonably be expected to impair response times;
4. Prank calls;
5. Excess runs which occur during periods of unusual system overload. Unusual system overload is defined as a period of time during which more than two (2) emergency calls are simultaneously in progress within the geographical boundaries of the Service Area. Excess runs are those responses after the second emergency call during a thirty (30) minute period of time;

6. Responses during a declared disaster, locally, or in a mutual aid jurisdiction that has requested assistance from Provider;
7. Any response after the first response in cases of multiple response incidents (i.e., where more than one ambulance is sent to the same incident);
8. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel;
9. Third-party water or remote rescues whereby other parties are delivering the patient to the designed intercept point.

Provider agrees that it shall at all times have a responsibility to respond as soon as safely practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or inhibited by the exception.

l. Response Time Penalty

If Provider fails to meet “the standards” set forth below on emergency calls in each of the areas described in this section, Provider may be assessed penalties as follows:

Less than 80% Compliance \$1,000.00 Fee Per Month of Violation

The response time will be measured for calculations and assessment of penalties on a monthly basis. Should Provider fail to meet response times monthly within St. Mary Parish, prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the Parish’s designated officer to show good cause as to why said penalties should not be imposed. If, in the discretion of the Parish, Provider demonstrates good cause, it shall be in the Parish’s discretion to waive the penalties. It is the intent of both parties that it shall be solely at the discretion of the Parish as to whether any penalty is waived and any waiver of penalties by the Parish shall not constitute a waiver of any other rights that may be granted per this contract nor shall it waive the Service Area’s rights to terminate this contract for successive failures to meet response times by Provider.

It is the intent of all parties hereto that for penalty purposes the response times must be met as stated above on a monthly basis. It is the intent of the parties that should Provider repeatedly fail to adhere to the response time standards stated, it shall constitute grounds for termination of the contract.

m. Corporate Citizenship

Provider agrees, when available, to provide ground ambulance standby at no charge for high school football games within the geographical boundaries of the Service Area. Upon request and acceptance, Provider agrees to provide such other standby service as is requested by the Service Area for similar events at a reduced charge. Provider also agrees to offer upon request consolidated, annual First Responder training to the Service Area Firefighters in order to assist Provider with care in Emergency situations.

n. Maintenance of Vehicles

All ambulances shall at all times be adequately maintained, serviced, and mechanically sound. Provider shall maintain maintenance records that may be, upon request, inspected by the Parish as requested.

o. Vehicle Locating System

Each ambulance within the geographic boundaries of the Service Area shall be equipped with Global Positioning Satellite (GPS) or equivalent technology and Provider shall maintain all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable Provider to operate said system.

V. OBLIGATIONS OF THE SERVICE AREA

The Service Area shall instruct and inform all interested parties (including parish 911 director, etc.) that Provider shall be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation originating within the geographical boundaries of the Service Area.

The Service Area shall obey the terms of this agreement and the enabling ordinances establishing this contract; take reasonable steps (including referral to the District Attorney's office for criminal prosecution of any violators of the ordinance) to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) originating within the geographical boundaries of the Service Area during the term of this contract. The Service Area agrees that it shall cooperate fully with the District Attorney, the Sheriff, or any other governing body in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the Sheriff's office for enforcement measures. The Service Area agrees and acknowledges that any unauthorized operation shall be a violation of this agreement.

If any or all of the Service Areas fail to cooperate as set forth above in an effort to prevent unauthorized ambulance transportation within the geographical boundaries of the Service Area through request for cooperation in the sanctioning of the unauthorized activities after becoming aware of same, in writing, and unauthorized operation continues for a period exceeding fourteen days within a thirty day period, Provider's obligations under Response Times shall be extinguished for the remainder of the term of this Agreement or any renewal thereof and Provider will have the option to terminate this Agreement, effective within fourteen (14) days of giving notice of same. The remedies set forth herein shall not be exclusive. Provider specifically reserves any and all other rights it may have against the Service Area under law and/or equity.

VI. TERMINATION

Termination by the Service Area

a. Events of Default

Each of the following acts, omissions, or occurrences shall constitute an "Event of Default" hereunder:

- i. Failure by Provider to observe and perform in any material way any covenant, warranty, term, or provision of this Agreement, including those described herein as grounds for termination, which failure shall continue for a period of sixty (60) days after notice thereof is given to Provider by the Service Area specifying such failure and requesting that it be remedied;
- ii. Provider shall cease doing business as a going concern;
- iii. Provider's financial reports to the Parish Council demonstrate financial instability or insolvency;

- iv. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now and hereafter existing, or shall take any other action indicating its consent, approval, or acquiescence in any such case or proceeding;
- v. Provider shall apply for, or consent to, or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property;
- vi. Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors;
- vii. Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due;
- viii. There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

Termination by the Provider

a. Events of Default

Each of the following acts, omissions, or occurrences shall constitute an “Event of Default” hereunder:

- i. Failure of the Service Area to have the requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided hereunder;
- ii. Failure by the Service Area, by its own fault, to observe or perform any covenant, warranty, term, or provision of this Agreement;
- iii. The allowance of any additional ambulance service by the Service Area during the initial term of this Agreement or any renewal of this Agreement or the issuance of any permit in the Service Area to an additional ambulance service during the initial term or any subsequent renewal of this Agreement.

Provider and Service Area acknowledge and accept the terms and obligations agreed upon in this contract and shall comply with all provisions herein and with all parish, city, state, and federal laws. Failure to comply with the terms of this agreement shall render this contract voidable at the discretion of the nonviolating Party; provided that the Provider is given ninety (90) days advance notice and sixty (60) days to remedy any default. Provider and Service Area mutually agree that this contract shall only be voidable without cause by either party with 180 days’ notice. Any Notice under this Agreement shall be given by certified mail, return receipt requested to:

PROVIDER:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: Executive Vice President/CFO

PARISH:
St. Mary Parish Government
500 Main Street, Fifth Floor
Franklin, LA 70538
ATTN: Chief Administrative Officer

VII. INDEMNITY

Provider's Indemnity of Service Area

Provider will indemnify, hold harmless, and exempt the Service Area and its and their representatives, officers, agents, servants, and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent arising out of or incident to any work done by the Provider in the performance of this Agreement or to the extent arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees in the performance of this Agreement (including such individual acting contrary to this Agreement).

VIII. AUTHORITY TO ENTER INTO THIS AGREEMENT

Authority of Provider

Provider warrants that it has the full corporate authority and power to enter into this Agreement, and that its Regional Vice President is authorized to execute this Agreement on behalf of Acadian Ambulance Service Inc.

Authority of the Service Area

The Parish represents that the necessary action by the appropriate authorities has been taken to approve this Agreement, and the Parish President is authorized to execute this Agreement on behalf of the Parish Council.

IX. AGREEMENT, MODIFICATION, AND GOVERNING LAW

a. Force Majeure

Provider's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God; acts of war, riot, accident, flood, or sabotage; unavailability of adequate fuel, power, or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of licenses, permits, or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

b. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto, including, but not limited to, the request for proposals issued by the Parish, and Provider's proposal for an advanced life support emergency ambulance service.

c. Modification

No provision of this Agreement can be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge, or termination is sought.

- d. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- e. Partial Enforceability
If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

TO BECOME EFFECTIVE, THE _____ DAY OF _____, 2019.

ACADIAN AMBULANCE SERVICE, INC. ST. MARY PARISH GOVERNMENT

By: _____	By: _____
Name: Mr. Timothy Burke	Name: Mr. David Hanagriff
Title: Regional Vice President	Title: Parish President
Date: _____	Date: _____

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ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	<u>Louisiana & Mississippi</u>	
	<u>2019 Rates</u>	<u>Effective Dates</u>
<u>Transports</u>		
ALS2 Emergency	\$ 1,165.00	January 1, 2019
ALS1 Emergency	1,165.00	January 1, 2019
ALS1 Non-Emergency	1,165.00	January 1, 2019
BLS Emergency	1,165.00	January 1, 2019
BLS Non-Emergency	789.00	January 1, 2019
Specialty Care Base	2,070.00	January 1, 2019
Ambulance Response, treatment without transport	252.00	January 1, 2019
<u>Mileage</u>		
Mileage - 0 - 50 miles	\$ 24.05 per mile	January 1, 2018
51 - 100 miles	24.05	January 1, 2018
101 and over	24.05	January 1, 2018
<u>Standby Rates:</u>		
<u>Unscheduled (Hazardous Material Cleanup)</u>		
First Three Hours	\$ 1,249.00	January 1, 2019
Each Continuous Additional Hour	250.00 per hour	May 1, 2019
<i>*base is only charged once if standby is continuous : base is charged again if standby is closed out after 24 hrs and recalled next day</i>		
<u>Prescheduled</u>		
First Three Hours	\$ 625.00	January 1, 2019
Each Additional 1/2 Hour	80.00	January 1, 2019
Standby Non-Profit Organization	\$ 63.21 per hour	January 1, 2018
<u>EMT Contract Rates</u>		
Customary Basic	\$ 50.00	January 1, 2019
Customary Paramedic	71.00	January 1, 2019
Not for Profit Basic	31.01	January 1, 2019
Not for Profit Paramedic	44.13	January 1, 2019
<u>Ancillaries</u>		
Airway Mgmt-Disposable Supplies	\$ 84.00	January 1, 2019
Bariatric Stretcher	341.00	January 1, 2019
BiPAP	1,143.00	January 1, 2019
Burn Sheet	60.00	January 1, 2019
Capnometer	118.00	January 1, 2019
C-Collar	84.00	January 1, 2019
CPAP devise with Manometer	310.00	January 1, 2019
Disaster Bag	383.00	January 1, 2019
Disposable BVM	154.00	January 1, 2019
Disposable Splint	25.00	January 1, 2019
Disposable Supplies/Environ. Protection	102.00	January 1, 2019
EKG Monitor	192.00	January 1, 2019
EKG Monitor-Disposable Supplies	25.00	January 1, 2019
EKG Monitor Pace Pads	235.00	January 1, 2019
EKG 12 Lead	192.00	January 1, 2019
Endotracheal Intubation	102.00	January 1, 2019
Extra Ambulance Attendant	281.00	January 1, 2019
Extra Unit Assistance Fee	281.00	January 1, 2019
EZ-IO Intraosseous Infusion - disposable needle	462.00	January 1, 2019
Glucose	25.00	January 1, 2019
IV Set Up/Disposables	102.00	January 1, 2019
IVAC Pump	192.00	January 1, 2019

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

Louisiana & Mississippi		
2019 Rates		
<u>Description</u>	<u>Amount</u>	<u>Effective Dates</u>
King-LTD	75.00	January 1, 2019
Out of Service Area	192.00	January 1, 2019
Oxygen Mask/Set Up	187.00	January 1, 2019
O.B. Kit	118.00	January 1, 2019
Poison Antidote Kit	94.00	January 1, 2019
Pulse Oximeter	118.00	January 1, 2019
SAM Pelvic Sling II	79.00	January 1, 2019
Sterile Water	39.00	January 1, 2019
Suction Equipment	25.00	January 1, 2019
Throplex Chest Drainage System	284.00	January 1, 2019
Ventilator	1,143.00	January 1, 2019
Visidex Strip / Reagent Strip	25.00	January 1, 2019
<u>Medication</u>		
Adenocard 12 mg	\$ 84.00	January 1, 2019
Amidate 2mg/ ml 20cc vial	52.00	January 1, 2019
Amiodarone	57.00	January 1, 2019
Aspirin	7.00	January 1, 2019
Atropine Sulfate	57.00	January 1, 2019
Benadryl	57.00	January 1, 2019
Calcium Chloride	57.00	January 1, 2019
Calcium Gluconate, 10%	35.00	October 1, 2019
Cardene 20mg (Nicardipine)	279.00	January 1, 2019
D5W 1,000 CC	84.00	January 1, 2019
Dextrose	62.00	January 1, 2019
Diltiazem	58.00	January 1, 2019
Dobutamine	25.00	October 1, 2019
Dopamine	84.00	January 1, 2019
Epinephrine	57.00	January 1, 2019
Epinephrine 30mg	84.00	January 1, 2019
Famotidine	7.00	October 1, 2019
Fentanyl	58.00	January 1, 2019
Glucagon	284.00	January 1, 2019
Heparin	7.00	October 1, 2019
Ipratropium Bromide	57.00	January 1, 2019
Ketamine Hcl, 10mg/ ml 20 ml vial	84.00	January 1, 2019
Labetalol	84.00	January 1, 2019
Lasix	7.00	January 1, 2019
Levetiracetam	7.00	October 1, 2019
Lidocaine	57.00	January 1, 2019
Lidocaine, 20%	62.00	January 1, 2019
Magnesium Sulfate	57.00	January 1, 2019
Mannitol, 20%	15.00	October 1, 2019
Metoprolol	57.00	January 1, 2019
Morphine Sulfate	12.00	January 1, 2019
Narcan, 2mg	134.00	January 1, 2019
Nitro Tab	7.00	January 1, 2019
Nitroglycerin Injection	84.00	January 1, 2019
Nitrol Ointment	57.00	January 1, 2019
Nitropress	57.00	January 1, 2019
Norepinephrine	57.00	January 1, 2019
Normal Saline 1,000 cc	84.00	January 1, 2019
Ondansetron	58.00	January 1, 2019
Oxymetazoline	57.00	January 1, 2019
Pitocin	7.00	October 1, 2019
Potassium Chloride	15.00	October 1, 2019
Propofol, 1g	45.00	October 1, 2019
Albuterol (Nebulizer always used)	57.00	January 1, 2019

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	<u>Louisiana & Mississippi</u>	
	<u>2019 Rates</u>	<u>Effective Dates</u>
	<u>Amount</u>	
Ringers Lactate 1,000 cc	102.00	January 1, 2019
Sodium Bicarbs, 8.4%	62.00	January 1, 2019
Sodium Bicarbs, 4.2%	35.00	October 1, 2019
Solu-Cortef	95.00	October 1, 2019
Solu-Medrol 1 gram	84.00	January 1, 2019
Succinylcholine 20 mg	7.00	January 1, 2019
Vecuronium	57.00	January 1, 2019
Versed, 5mg/ ml 1 ml vial	42.00	January 1, 2019
Zemuron 10 mg/ ml 10ml vial	84.00	January 1, 2019
 <u>Air Med Rotor Wing Services</u>		
Air Med Base Rate	\$ 18,193.00	January 1, 2018
Air Med Mileage	181.93	January 1, 2018
Emergency Flight Team Hourly	4,366.00	1.0 hr. min. January 1, 2018
Emergency Flight Team Base Rate	4,366.00	January 1, 2018
Offshore Hourly Rate	19,500.00	1.0 hr. min. January 1, 2011
Out of service area	595.35	January 1, 2014
Physicians fees	882.00	January 1, 2014
Helicopter Ground service	595.35	January 1, 2014
Night Vision Goggle Charge	2,625.00	January 1, 2014
Helicopter stand-by -base rate	\$ 18,375.00	January 1, 2014
Helicopter stand-by -flight hour	2,625.00	January 1, 2014
Helicopter stand-by -hourly (on scene)	236.25	January 1, 2014
 <u>Air Services - Fixed Wing</u>		
Charter Flight service B200	\$ 2,050.00	January 1, 2019
Charter Flight service Lear 35		
Charter Flight service Lear 45	3,700.00	January 1, 2019
Charter Flight service Bravo	3,050.00	January 1, 2019
Charter Flight Standby - Hourly - B200	75.00	December 1, 2017
Charter Flight Standby - Hourly - Lear 45	130.00	December 1, 2017
Charter Flight Standby - Hourly - Bravo	130.00	December 1, 2017
Charter Flight Standby - Crew Charge - Dual - B200	1,150.00	October 1, 2019
Charter Flight Standby - Crew Charge - Dual - Lear 45	1,650.00	October 1, 2019
Charter Flight Standby - Crew Charge - Dual - Bravo	1,650.00	October 1, 2019
Charter Flight Standby - Crew Charge - Single	600.00	December 1, 2017
Excise Tax on Charter Only	7.5%	January 1, 2009
Medical Flight Base rate	5,978.23	March 1, 2019
Medical Flight service (roundtrip mileage)	17.43	March 1, 2019
Medical Flight - Crew Charge - B200	1,150.00	October 1, 2019
Medical Flight - Crew Charge - Lear	1,650.00	October 1, 2019
Ground Ambulance service	500.00 (per trip)	January 1, 2009
International Customs fees	2,800.00	January 1, 2009
Overnight Air Medical Team	575.00	January 1, 2009
Overnight Charter	425.00	December 1, 2017
Overnight Charter - 2 pilots	600.00	December 1, 2017

**ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG**

<u>Description</u>	Louisiana & Mississippi	
	2019 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
Exceptions to Customary Rates are as follows:		
Transports with the Origin and destination being Within <u>Calcasieu Parish</u>		
Emergency	\$ 1,085.00	January 1, 2019
Non Emergency	734.00	January 1, 2019
Mileage	\$ 24.55	January 1, 2019
51 - 100 miles	18.89	January 1, 2019
101 and over	18.89	January 1, 2019
Air Med Base Rate	\$ 12,735.00	January 1, 2019
Air Med Mileage	152.00	January 1, 2019
ANCILLARIES/MEDICATIONS - CUSTOMARY RATES		
Transports with the Origin and destination being Within <u>Lafayette Parish</u>		
Emergency	\$ 1,127.00	January 1, 2019
Non Emergency	763.00	January 1, 2019
Mileage	\$ 23.78	January 1, 2019
ANCILLARIES/MEDICATIONS - CUSTOMARY RATES		
Transports with the Origin and destination being Within <u>Vermilion Parish</u>		
Emergency	\$ 1,121.00	January 1, 2019
Non Emergency	758.00	January 1, 2019
Specialty Care Transport	1,991.00	January 1, 2019
Mileage	\$ 24.00	January 1, 2019
ANCILLARIES/MEDICATIONS - CUSTOMARY RATES		
Transports with an Origin Within <u>Bastrop County</u>		
ALS 2 - Emergency		
ALS - Emergency		
ALS - Non-Emergency		
BLS - Emergency		
BLS - Non-Emergency		
Specialty Care Transport		
Ambulance Response, treatment without transport		
Mileage		
ANCILLARIES/MEDICATIONS - CUSTOMARY RATES		

Rev. Mathews moved that the following Ordinance be adopted. Mr. Rogers seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Ina, Rogers, Hidalgo, Singleton, Hebert, Bennett, Fryou, Naquin, Voisin, Beadle, and Rev. Mathews

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2202

Ordinance of the Parish of St. Mary, Louisiana, granting to Atmos energy corporation (a Texas and Virginia corporation with its principal office in the city of Dallas, Dallas County, Texas) and its successors and assigns the franchise and rights to conduct in such Parish the business of acquiring, maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of a gas system for the sale, transportation, and distribution of natural gas within and beyond the boundaries of the Parish and to the residents and businesses located therein for light, heat, power, and any other purposes and the right to use the present and future streets, roads, highways, alleys, bridges, public ways, and immovable property in such Parish but not within the limits of any municipality or owned or controlled by such Parish for such purposes; prescribing the terms and conditions to which such franchise and rights are subject; and prescribing the term of such franchise and rights.

BE IT ORDAINED by the Parish Council of the PARISH of ST. MARY, LOUISIANA (hereinafter referred to as the “Parish”) that, subject to the terms and conditions hereinafter set forth, ATMOS ENERGY CORPORATION, a Texas and Virginia corporation with its principal office in the City of Dallas, Dallas County, Texas (hereinafter referred to as “Atmos”), be, and hereby is, granted the non-exclusive franchise and rights to conduct in the Parish the business of acquiring (by purchase, lease, or otherwise), maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of (by sale, lease, or otherwise) a Gas System, as hereinafter defined, for the sale, transportation, and distribution of natural gas within and beyond the boundaries of the Parish and to the residents and business located therein for light, heat, power, and any other purpose during the term set forth below. Such franchise and rights shall include, but not be limited to, the right to use the Public Roads, as hereinafter defined for purposes of maintaining, constructing, laying, repairing, removing, replacing, installing, and operating any and all components of the Gas System, together with access, at all times and from time to time, to such Public Roads during the term hereof, subject, however, to receipt of the written consent of the Louisiana Highway Engineer with respect to any of the Public Roads constituting state highways.

ARTICLE I

DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Section 1.1. Gas System. The term “Gas System” shall mean any and all pipelines, as hereinafter defined, regulators, meters, valves, compressors, anti-corrosion items, facilities, structures, machinery, equipment, and appurtenances of any kind that Atmos, in its sole discretion, may deem necessary or advisable for the exercise of the franchise and rights granted to Atmos herein.

Section 1.2. Pipelines. The term “Pipelines” shall mean any and all above-ground and below-ground pipes, including but not limited to, mains, distribution lines, secondary lines, laterals, and other pipes, that have been, are being, or are intended to be used at any time in, or in connection with, the sale, transportation, or distribution of natural gas within and beyond the Parish limits.

Section 1.3. Public Roads. The term “Public Roads” shall mean the present and future streets, roads, highways, alleys, bridges, public ways and places, and other immovable property in the Parish but not within the limits of any municipality or otherwise owned or controlled by the Parish.

ARTICLE II

TERM

Section 2.1. Term. The term of the franchise and rights hereby granted to Atmos shall be for a period of twenty (20) years, commencing on the later of (i) ten (10) days after the date of publication of this Ordinance in accordance with law or (ii) the expiration of the franchise held by Atmos immediately preceding this franchise. In the event the term of twenty (20) years is found to be excessive by a court of competent jurisdiction, then the term shall be adjusted to the longest term allowable less than twenty years.

ARTICLE III

GRANT OF SPECIFIC RIGHTS TO ATMOS

In addition to the franchise and rights granted herein to Atmos, the Parish acknowledges that Atmos has, and hereby grants to Atmos, the following rights and powers:

Section 3.1. Adoption of Rules. From time to time during the term hereof, Atmos may, subject to any and all valid and applicable statutes, ordinances, rules, and regulations of any federal, state, or parish governmental authority or agency, make and enforce reasonable rules pertaining to Atmos' business and operations, including, but not limited to, requiring payment on or before a specified day each month for all services furnished during the preceding month with the right to disconnect and discontinue service to delinquents.

Section 3.2. Right of Use. Atmos is hereby specifically granted a right of use on all Public Roads for purposes of maintaining, constructing, laying, repairing, replacing, installing, and operating any and all components of the Gas System, together with access, at all times and from time to time, to such Public Roads during the term hereof, subject, however, to receipt of the written consent of the Louisiana Highway Engineer with respect to any of the Public Roads constituting state highways, subject further, however, to receipt of written consent of the St. Mary Parish Government with respect to any work performed on, across, or within a parish public road, as defined in Section 1.3. Said written consent shall be obtained by receipt of a permit as per St. Mary Parish Ordinance Nos. 643 and 759.

ARTICLE IV

OBLIGATIONS OF ATMOS

Section 4.1. No Obstruction of Public Property. Atmos shall not unnecessarily or for any unreasonable period of time obstruct or interfere with the public use of any of the Public Roads.

Section 4.2. Repair of Damages. Atmos shall repair any and all damages caused by Atmos to any of the Public Roads and shall restore, as nearly as practicable, such property to substantially its condition immediately prior to the incident causing such damage. Atmos shall commence such repairs immediately upon completion of the work or activity in which Atmos was involved at the time the damage occurred and shall complete such repairs as promptly as possible.

Section 4.3. Conduct of Work and Activities. Atmos shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any immovable or personal property. All work performed on a state highway shall also be done in a manner consistent with the requirements of the laws pertaining to public highways, including Chapter 2 of Title 48 of the Louisiana Revised Statutes. All work

performed on, across, or within a parish public road shall also be done in a manner consistent with the requirements of the laws of the Parish of St. Mary.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Atmos is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended. The term “force majeure,” as used herein, shall mean any cause not reasonably within Atmos’ control and includes, but is not limited to, acts of God, strikes, lock-outs, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Ordinance.

Section 5.2. Amendments. This Ordinance and the franchise and rights granted herein may be amended only by written agreement of the Parish and Atmos to such amendment.

Section 5.3. Repeal of Conflicting Ordinances. All other ordinances of the Parish or portions thereof that are in conflict or inconsistent with any of the terms or provisions of this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 5.4. Severability. In the event any part of this Ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this Ordinance as a whole or of any parts hereof.

Section 5.5. Binding Effect. This Ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 5.6. Rights, Privileges, and Franchise. This ordinance and the rights, privileges, and franchise herein granted are not exclusive and shall become effective from and after the passage of this ordinance and its formal acceptance in writing by Atmos.

Section 5.7. Section and Other Headings. The section and other headings contained in this Ordinance are for reference purposes only and shall not affect in any way the meaning or interpretation of this Ordinance.

This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 23rd day of October 2019; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 13th day of November 2019; was adopted.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This Ordinance was submitted to the President of St. Mary Parish on this the 15th day of November 2019 at the hour of 8:43 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This Ordinance was returned to the Clerk of the Council on this the 15th day of November 2019 at the hour 2:39 p.m.

ACCEPTED:

ATMOS ENERGY CORPORATION

By: _____
Jennifer Ries
President (Louisiana Division)

Date: _____

Parish Mailing Address and Phone Number:

St. Mary Parish Government
500 Main Street, Fifth Floor
Franklin, LA 70538
337-828-4100, ext. 500

Jason Akers, Foley & Judell L.L.P. appeared before the Council to discuss Item 14H, “Resolution giving preliminary approval to the issuance of not to exceed Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) aggregate principal amount of Public Improvement Sales Tax Refunding Bonds of the Parish of St. Mary, State of Louisiana (the "Issuer"), for the purpose of refinancing outstanding debt of the Issuer; providing certain terms of said bonds; making application to the State Bond Commission for approval of said Bonds; hiring professionals in connection therewith; and providing for other matters in connection therewith.”

Mr. Akers explained that this resolution authorizes the refinancing of bonds issued in 2011, secured by the existing one percent 1965 sales tax that is refinanced for savings. Unfortunately the bank reneged on the commitment and did not follow through.

Mr. LaGrange explained that St. Mary Parish Government has taken over ownership and operation and maintenance of the Fairview Treatment Center building. The building is in need of refurbishment of the first and second floor, exterior waterproofing of the building, mechanical system upgrade, elevator upgrade, and roof replacement. Firmin Architect gave an estimate of \$1,800,000. Some funding is currently available for waterproofing; therefore, \$1,500,000 million is needed.

In response to several Councilmen’s inquiry, Mr. Akers stated that this is preliminary approval only at this time, bond commission approval would not be until late January 2020 or early February 2020, and expounded on the bond approval process.

Mr. Rogers moved that the following Resolution, with amendments be adopted. Mr. Hebert seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Rogers, Hidalgo, Singleton, Hebert, Bennett, Fryou, Naquin, Voisin, Beadle, Rev. Mathews, and Mr. Ina

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION

A resolution giving preliminary approval to the issuance of not to exceed Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) aggregate principal amount of Public Improvement Sales Tax Refunding Bonds, and not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000) of Public Improvement Sales Tax Bonds of the Parish of St. Mary, State of Louisiana (the "Issuer"), for the purpose of refinancing outstanding debt of the Issuer; providing certain terms of said bonds; making application to the State Bond Commission for approval of said Bonds; hiring professionals in connection therewith; and providing for other matters in connection therewith.

WHEREAS, the Parish of St. Mary, State of Louisiana (the "Issuer"), has heretofore issued Public Improvement Sales Tax Bonds, Series 2011 (the "Series 2011 Bonds"), of which \$5,395,000 is outstanding; and

WHEREAS, in order to provide debt service savings, the Issuer desires to refund all or a portion of the callable maturities of the Series 2011 Bonds (the "Refunded Bonds"), pursuant to the provisions of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), through the issuance of its refunding bonds; and

WHEREAS, pursuant to the Act, and subject to the approval of the State Bond Commission, the Issuer desires to accomplish the refunding through the issuance of not

exceeding Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) of its Public Improvement Sales Tax Refunding Bonds (the "Refunding Bonds"), to be payable solely from and secured by the revenues derived from the levy and collection of a special one percent (1%) sales and use tax being levied and collected by the Issuer, pursuant to an election held in the Issuer on December 7, 1965 (the "Tax"); and

WHEREAS, pursuant to the Act, and subject to the approval of the State Bond Commission, the Issuer desires to issue not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000) of its Public Improvement Sales Tax Bonds (the "Bonds"), to be payable solely from and secured by the Tax, for the purpose of acquiring, constructing, improving, maintaining and repairing of roads, capital improvements, public works and buildings, including the acquisition of necessary fixtures, equipment, furnishings and appurtenances, and paying the costs of issuance of the Bonds; and

WHEREAS, upon the issuance of the Bonds and Refunding Bonds, the Issuer will have no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax pledged, EXCEPT the unrefunded Series 2011 Bonds, if any (the "Outstanding Parity Bonds"); and

WHEREAS, the Issuer desires to make formal application to the State Bond Commission for approval of the Bonds and Refunding Bonds and further to employ professionals in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Issuer, that:

SECTION 1. Preliminary Approval of Refunding Bonds. Preliminary approval is given to the issuance of not exceeding Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) of Public Improvement Sales Tax Refunding Bonds of the Parish of St. Mary, State of Louisiana, pursuant to the Act, to be issued for the purpose of refunding the Refunded Bonds, said Refunding Bonds to be payable, equally with the Outstanding Parity Bonds, from an irrevocable pledge and dedication of the revenues to be derived by the Issuer from the Tax, subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax. The Refunding Bonds may be taxable or tax-exempt, will be issued at an interest rate not exceeding 4% per annum, and shall mature not later than July 1, 2031. The Refunding Bonds shall be issued in fully registered form and shall have such additional terms and provisions as may be determined by this Governing Authority.

SECTION 2. Preliminary Approval of Bonds. Preliminary approval is given to the issuance of not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000) of Public Improvement Sales Tax Bonds of the Parish of St. Mary, State of Louisiana, pursuant to the Act, to be issued for the purpose of acquiring, constructing, improving, maintaining and repairing of roads, capital improvements, public works and buildings, including the acquisition of necessary fixtures, equipment, furnishings and appurtenances, and paying the costs of issuance of the Bonds, said Bonds to be payable, equally with the Outstanding Parity Bonds,

from an irrevocable pledge and dedication of the Tax, subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax. The Bonds may be taxable or tax-exempt, will be issued at an interest rate not exceeding 4% per annum, and shall mature not later than July 1, 2031. The Bonds shall be issued in fully registered form and shall have such additional terms and provisions as may be determined by this Governing Authority.

SECTION 3. State Bond Commission. Application is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for approval of the issuance and sale of the Bond and Refunding Bonds and for consent and authority to proceed with the issuance and sale of the Bonds and Refunding Bonds as provided above, and Bond Counsel is directed to make application to the State Bond Commission in accordance with the foregoing on behalf of the Issuer. By virtue of applicant/issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the AState Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 4. Employment. This Governing Authority finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds and Refunding Bonds, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds and Refunding Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds and Refunding Bonds, shall counsel and advise this Governing Authority as to the issuance and sale thereof and shall furnish its opinions covering the legality of the issuance of the Bonds and Refunding Bonds. The fee of Bond Counsel for each series of bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work

in connection with the issuance of revenue bonds and the refunding bonds and based on the amount of said Bonds and Refunding Bonds actually issued, sold, delivered and paid for, plus “out-of-pocket” expenses, said fees to be contingent upon the issuance, sale and delivery of said Bonds and Refunding Bonds. The Parish President is hereby authorized and directed to execute, and this Governing Authority hereby agrees to and accepts the terms of, the engagement letter of Bond Counsel appended hereto. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated, and the Director of Finance is hereby empowered and directed to provide for payment of the work herein specified upon completion thereof and under the conditions herein enumerated without further approval of this Governing Authority.

SECTION 5. Appointment of Placement Agent/Underwriter. Raymond James & Associates, Inc., of New Orleans, Louisiana, is hereby appointed as placement agent/underwriter in connection with the Bonds and Refunding Bonds, any compensation to be subsequently approved by the Issuer and to be paid from the proceeds of the Bonds and Refunding Bonds and contingent upon the issuance of the Bonds and Refunding Bonds, respectively; provided that no compensation shall be due to said placement agent/underwriter unless the Bonds and Refunding Bonds are actually sold and delivered.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

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ENGAGEMENT LETTER

November 13, 2019

Hon. David Hanagriff, Parish President
Parish of St. Mary
Franklin, Louisiana

Re: Proposed Public Improvement Sales Tax Bonds of the
Parish of St. Mary, State of Louisiana; and

Re: Proposed Public Improvement Sales Tax Refunding
Bonds of the Parish of St. Mary, State of Louisiana

Dear Mr. Hanagriff:

The purpose of this engagement letter is to set forth certain matters concerning the role we will serve and the legal services we will provide as bond counsel to the Parish of St. Mary, State of Louisiana (the "Issuer") in connection with the issuance of the captioned bonds (collectively, the "Bonds"). We understand that the Bonds will be issued for the purpose (the "Project") described in the resolution adopted by the Parish Council of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Issuer, on November 13, 2019.

As bond counsel, we will prepare and submit to the Governing Authority for adoption all of the legal proceedings required for the authorization, issuance, sale and delivery of the Bonds and provide advice of a traditional legal nature as to the issuance and sale of the Bonds. Our job is principally to render certain opinions to the Issuer regarding (i) the validity of the Bonds under applicable Louisiana law, and (ii) other matters as may be applicable. The bond opinion will be based on facts and law existing as of its date. In rendering such opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to our firm without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws and other resolutions relating to the Bonds. During the course of this engagement, we will rely upon the staff of the Issuer and the members of the Governing Authority to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds.

In our engagement as bond counsel, we will:

- Confer with members of the working group, including you and other officials of the Issuer, relating to the Project and review legal issues relating to the structure of the Bond issue;
- Prepare the Issuing Bond Ordinance and all related financing documents (collectively, the "Bond Documents");
- Attend meetings of the Governing Authority at which the Bond Documents are adopted;
- Prepare the application for approval of the issuance of the Bonds by the State Bond Commission and attend the State Bond Commission meeting at which such approval will be considered;
- Prepare the closing index and various closing certificates and supervise the execution of certain closing documents by the various parties thereto;
- Prepare the Bonds and supervise their execution and authentication;
- Prepare complete transcripts of record covering the issuance of the Bonds and furnishing the transcripts to various parties in connection therewith; and

- Submit applicable post-closing reports to the State Bond Commission.

Our fee as bond counsel is based upon the terms, structure, size and schedule of the financing, the services provided, and the responsibilities assumed; however, our fee will not exceed that permitted by guidelines set forth by the Attorney General of the State of Louisiana and is subject to his approval. Our fee as bond counsel is a “contingent fee,” meaning you are required to pay for our legal services only in the event the Bonds are actually sold and delivered. Other vendors or members of the working group may charge additional fees or costs for their services.

We will continue to serve as bond counsel until the delivery of the Bonds; however, the Issuer and our firm each have the right to terminate this engagement at any time after providing reasonable advanced written notice, subject to the applicable rules of professional responsibility. Upon conclusion or termination of our representation of the Issuer, papers and property furnished by the Issuer will be returned promptly upon request.

Please note that we are not municipal advisors, and we do not render financial advice or other financial services to the Issuer; however, in the course of providing traditional legal services, we may provide factual information to the Issuer that is not specifically tailored to the Bonds or that does not rise to the level of a recommendation concerning a course of action. We will, however, analyze and advise the Issuer regarding the legal ramifications of the structure, timing, terms and other provisions of the Bonds, as these functions are essential to developing a plan of finance.

Applicable ethical rules in Louisiana prohibit us from undertaking this representation if we represent another party that is directly adverse to the Issuer or if there is a significant risk that other considerations will materially limit our representation of the Issuer. As you are aware, our firm represents the State of Louisiana and many other political subdivisions, including others in St. Mary Parish. At this time, we do not believe any other current or past engagement of our firm adversely affects our ability to represent the Issuer as provided in this letter; however, we invite you to discuss any concerns you have with us.

In the interest of facilitating our services to you, we may (i) send documents, information or data electronically or via the Internet or (ii) store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Confidential electronic documents or data of the Issuer may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, the Issuer recognizes and accepts that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party service providers. By acceptance of this letter, the Issuer consents to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

If this letter is acceptable to the Issuer, please so indicate by executing below and returning a copy to us, retaining an original for your files. We appreciate the opportunity to serve the Issuer and look forward to working with you.

FOLEY & JUDELL, L.L.P.

BY: _____
M. JASON AKERS, PARTNER

ACCEPTED AND APPROVED:

BY: _____
NAME: DAVID HANAGRIFF
TITLE: PARISH PRESIDENT

DATED: NOVEMBER 13, 2019

Mr. Rogers moved that the following Resolutions be adopted. Mr. Hebert seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Hidalgo, Singleton, Hebert, Bennett, Fryou, Naquin, Voisin, Beadle, Rev. Mathews, Messrs. Ina and Rogers

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 2 relative to Boudreaux Street to Gilmore Drive Drainage Project.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Volute, Inc., 313 Venture Blvd., Houma, Louisiana 70360, relative to Boudreaux to Gilmore Drainage Project, and

WHEREAS, the items as shown on Change Order No. 2 will result in an increase of 240 working days in the contract time.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 2 covering an increase 240 working days in the contract time for the Boudreaux to Gilmore Drainage Project.

BE IT FURTHER RESOLVED, that the President of St. Mary Parish, David Hanagriff, be and he is hereby authorized to execute Change Order No. 2 on behalf of the St. Mary Parish Council.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

Resolution approving and authorizing the President of St. Mary to execute an Intergovernmental Agreement with the City of Morgan City, City of Franklin, City of Patterson, Town of Baldwin, and Town of Berwick relative to emergency and non-emergency medical transportation services in St. Mary Parish by Acadian Ambulance Service, Inc.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Intergovernmental Agreement with the City of Morgan City, City of Franklin, City of Patterson, Town of Baldwin, and Town of Berwick relative to emergency and non-emergency medical transportation services in St. Mary Parish by Acadian Ambulance Service, Inc., with said Agreement to contain such terms, conditions, and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution authorizing David Hanagriff the President of St. Mary Parish to execute 2nd Amended Cooperative Endeavor Agreement with the State of Louisiana relative to Reconstruction of Chitimacha Trail Road from LA 326 to LA 670 for St. Mary Parish Government within existing Rights-of-Way, FP&C Project No. 50-J51-14-01.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute 2nd Amended Cooperative Endeavor Agreement with the State of Louisiana relative to Reconstruction of Chitimacha Trail Road from LA 326 to LA 670 for St. Mary Parish Government within existing Rights-of-Way, FP&C Project No. 50-J51-14-01, with said Agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

**Resolution pertaining to the FY 2019 - 2020
St. Mary Parish Government Application for funds
from the Governor's Local Government Assistance Program.**

**Replacement of Damaged Sidewalk along LA Hwy. 182
between Centerville High School
and the Centerville Branch of the St. Mary Parish Library**

WHEREAS, the St. Mary Parish Government desires to submit a grant application under the Governor's Local Government Assistance Program, and;

WHEREAS, this application seeks funds in the amount of \$20,000 for St. Mary Parish Government for the replacement of 500 linear feet of damaged sidewalk along LA Hwy. 182 between Centerville High School and the Centerville Branch of the St. Mary Parish Library, and;

WHEREAS, the St. Mary Parish Library Board located its Centerville Branch Library within walking distance of Centerville High School for convenient access by the students, but the sidewalk on which they must walk is damaged and deteriorated beyond repair and needs replacement in parts. Centerville High School serves students from Kindergarten through High School, and this project is important for the safety and security of students from Centerville High School as they walk to access services at the library, and;

WHEREAS, the Parish does not have the necessary funds in the capital projects budget to provide the funding for said project and there are no existing special assessments, loans, or bond issues available to the Parish to cover the cost to construct these sidewalks, and;

WHEREAS, a resolution of support from the governing body is required as a part of the application;

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council meeting on November 13, 2019, does hereby declare that it is in full support of said application, and authorizes Mr. David Hanagriff, Parish President, to sign all documents necessary to make the necessary application for these funds under the Governor's Local Government Assistance Program, and to sign all documents necessary for the full implementation of the grant should it be funded.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

In response to Mr. Rogers' inquiry, Mr. LaGrange stated that this program is referred to as LGAP and the deadline to apply is December 1, 2019.

RESOLUTION

**Resolution pertaining to the FY 2019 - 2020
St. Mary Parish Government Application for funds
from the Governor's Local Government Assistance Program.**

**Replacement of Damaged Sidewalk along LA Hwy. 182
between Patterson High School
and the City Limits of the City of Patterson**

WHEREAS, the St. Mary Parish Government desires to submit a grant application under the Governor's Local Government Assistance Program, and;

WHEREAS, the application seek funds in the amount of \$38,000 for St. Mary Parish Government for the replacement of 950 linear feet of damaged sidewalk along LA Hwy. 182 between Patterson High School and the City Limits of the City of Patterson, and;

WHEREAS, the airport and expanded residential traffic along this road continues to increase which results in a potential safety hazard for high school students living in the area near the City Limits of Patterson who walk to school. This project is important for the safety and security of families and students in the area, and;

WHEREAS, the Parish does not have the necessary funds in the capital projects budget to provide the funding for said project and there are no existing special assessments, loans, or bond issues available to the Parish to cover the cost to construct these sidewalks, and;

WHEREAS, a resolution of support from the governing body is required as a part of the application;

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council meeting on November 13, 2019, does hereby declare that it is in full support of said application, and authorizes Mr. David Hanagriff, Parish President, to sign all documents necessary to make the necessary application for these funds under the Governor's Local Government Assistance Program, and to sign all documents necessary for the full implementation of the grant should it be funded.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

**Resolution pertaining to the FY 2019 - 2020
St. Mary Parish Government Application for funds
from the Governor's Local Government Assistance Program.**

**Installation of a Video Conferencing System
at the St. Mary Parish Courthouse.**

WHEREAS, the St. Mary Parish Government desires to submit a grant application under the Governor's Local Government Assistance Program, and;

WHEREAS, this application seeks funds in the amount of \$40,000 for Installation of a Video Conferencing System at the St. Mary Parish Courthouse, and;

WHEREAS, during hurricane emergencies and similar events, various law enforcement, homeland security and State, Parish, and Local Government Officials working to coordinate emergency preparedness measures at present must physically travel from one end of the parish to the other to attend planning meetings to enable a coordinated response to the emergency; and there is a need of a Video Conferencing System that will allow officials on each end of the parish to meet, disseminate official information, and make response plans in immediate time within having to travel back and forth losing valuable time, and;

WHEREAS, the Parish does not have the necessary funds in the capital projects budget to provide the funding for said project and there are no existing special assessments, loans, or bond issues available to the Parish for such encumbrance, and;

WHEREAS, a resolution of support from the governing body is required as a part of the application;

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council meeting on November 13, 2019, does hereby declare that it is in full support of said application, and authorizes Mr. David Hanagriff, Parish President, to sign all documents necessary to make the necessary application for these funds under the Governor's Local Government Assistance Program, and to sign all documents necessary for the full implementation of the grant should it be funded.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

**Resolution pertaining to the FY 2019 – 2020
St. Mary Parish Government Application for funds
from the Governor’s Community Water Enrichment Fund**

**Replacement of Deteriorated Effluent Valves
at St. Mary Parish Water and Sewer Commission No. 3 Water Plant.**

WHEREAS, the St. Mary Parish Government desires to submit a grant application under the Governor’s Community Water Enrichment Fund, and

WHEREAS, this application seek funds in the amount of \$32,400 for St. Mary Parish Government for the removal and replacement of 8” effluent valves at the water plant of St. Mary Parish Water and Sewer Commission No. 3, and;

WHEREAS, the existing valves are over 20 years old and the valves located at the outlet from the filters leak allowing the filters to become dry and damaged. This causes air pockets around the filter media that results in turbidity rising above normal operating conditions, and the replacement is necessary to maintain current water quality standards and the continued health and safety of the of the community served by this water system, and;

WHEREAS, a resolution of support from the governing body is required as a part of the application;

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council meeting in session on November 13, 2019, does hereby declare that it is in full support of said application, and authorizes Mr. David Hanagriff, Parish President,, Parish President, to sign all documents necessary to make the necessary application for these funds under the Community Water Enrichment Fund (CWEF), and to sign all documents necessary for the full implementation of the grant should it be funded.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this 13th day of November, 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute an Engineering Services Agreement with Miller Engineers & Associates, Inc. relative to the St. Joseph/Oaklawn Area Road Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Engineering Services Agreement with Miller Engineers & Associates, Inc. relative to the St.

Joseph/Oaklawn Area Road Project, with said amendment to contain such terms, conditions, and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

WHEREAS, pursuant to the provisions of R.S. 33:7833, the St. Mary Parish Council created Water and Sewer Commission No. 1 of St. Mary Parish by adopting Ordinance 1281 on October 25, 1995;

WHEREAS, pursuant to a Resolution adopted on January 24, 1996, appointing seven (7) members to serve as the initial Board of Commissioners of St. Mary parish Water and Sewer commissioner No. 1;

WHEREAS, on the May 13, 2015, pursuant to the provisions of St. Mary Parish Ordinance No. 2006, the St. Mary Parish Council reduced the membership of the Board of Commissioners of the St. Mary Water and Sewer Commission No. 1 from seven (7) members to five (5) members;

WHEREAS, in accordance with Ordinance No. 2151, Article VII, Section 7.1, on August 28, 2019, a motion was unanimously adopted by the St. Mary Parish Council removing the members of the Board of Commissioners of St. Mary Parish Water and Sewer Commission No. 1;

WHEREAS, on October 23, 2019, five (5) replacement members were appointed to the Board of Commissioners for the Water and Sewer Commission No. 1 with no specific term;

WHEREAS, pursuant to the provisions of R.S. 33:7833 the members of the Board of Commissioners shall serve at the pleasure of the parish;

WHEREAS, the St. Mary Parish hereby establishes terms as follows: one (1) member for one (1) year; two (2) members for two (2) years; and two (2) members for three (3) years;

WHEREAS, to establish that the expiring terms of the members of the Board of Commissioners the St. Mary Parish Council proposes assigning the following expiring terms, selected randomly by the Clerk of the Council, to the following seats designated by letters "A" through "E."

Seat A: Mark P. Rogers	Expires on November 13, 2020
Seat B: Carlo Galgiano, Jr.	Expires on November 13, 2021
Seat C: Ray Mayon, Sr.	Expires on November 13, 2021
Seat D: Kenneth P. Mire	Expires on November 13, 2022
Seat E: Leroy Trim	Expires on November 13, 2022

WHEREAS, all commissioners thereafter appointed at the expiration of such respective terms shall be appointed for a term of four (4) years. Any vacancy which otherwise occurs shall be filled by appointment for the unexpired term.

WHEREAS, pursuant to the provisions of R.S. 33:7833, notwithstanding any other provision of this Resolution, the Parish Council reserves its right to exercise its authority to terminate the term of any member of the Board of Commissioners at its pleasure.

THEREFORE, BE IT RESOLVED that to comply with the provisions of R.S. 33:7833 and establish that the expiring terms of the members of the Board of Commissioners the St. Mary Parish Council proposes assigning the following expiring terms, selected randomly by the Clerk of the Council, to the following seats designated by letters “A” through “E.”

Seat A: Mark P. Rogers	Expires on November 13, 2020
Seat B: Carlo Galgiano, Jr.	Expires on November 13, 2021
Seat C: Ray Mayon, Sr.	Expires on November 13, 2021
Seat D: Kenneth P. Mire	Expires on November 13, 2022
Seat E: Leroy Trim	Expires on November 13, 2022

THEREFORE, BE IT FURTHER RESOLVED all commissioners thereafter appointed at the expiration of such respective terms shall be appointed for a term of four (4) years. Any vacancy which otherwise occurs shall be filled by appointment for the unexpired term.

BE IT FURTHER RESOLVED that pursuant to the provisions of R.S. 33:7833, notwithstanding any other provision of this Resolution, the Parish Council reserves its right to exercise its authority to terminate the term of any member of the Board of Commissioners at its pleasure.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of November 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

OLD BUSINESS:

- A. Action and discussion to correct a clerical error from the September 25, 2019 Regular Council Meeting to correct the title of Ordinance No. 2195 to read as follows: An Ordinance amending and re-enacting Ordinance No. 2164 adopting the 2019 Combined Budgets of Revenues and Expenditures for the Parish of St. Mary, State of Louisiana.

Mr. Voisin moved to approve the correction of the title of Ordinance No. 2195 to read as follows: An Ordinance amending and re-enacting Ordinance No. 2164 adopting the 2019 Combined Budgets of Revenues and Expenditures for the Parish of St. Mary, State of Louisiana. Mr. Singleton seconded the motion, which carried.

NEW BUSINESS:

- A. We received the following financial statements:

St. Mary Community Action Committee Association, Inc. – year ended March 31, 2019

- B. James L. Moffett, III, Manager, Government and Regulatory Affairs has written, “As you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our video channel lineup. Our company is in discussions to renew agreements with programmers and broadcasters that may affect the following channels: CBS-WWL, Channel 13.

Should we be unable to reach equitable terms for a new agreement by their expiration dates, these networks have the right to require Cox to remove their programming from our lineup.

We are meeting our customer notification obligation through an ad in the local newspaper.

- C. James L. Moffett, III, Manager, Government and Regulatory Affairs has written, “We wanted to let you know that effective December 5, 2019, we are increasing the rates of our video services to reflect the increased costs of doing business, particularly the rising costs of TV programming. We will begin communications to our customers 30 days prior to the increase which will appear on their next bill.

Mr. Naquin requested that the Council send a letter requesting Mr. Moffett attend the Council meeting to discuss Cox services.

- D. Mr. Hidalgo to request an allocation of \$10,000 from Wards 5 & 8 3/10% Sales Tax Fund to the Fire Protection District No. 7 for bunker gear.

Mr. Hidalgo informed that Fire District No. 7 will match the allocation by fifty percent.

Mr. Hidalgo moved that funds in the amount of \$10,000 be allocated from Wards 5 & 8 3/10% Sales Tax Fund to Fire Protection District No. 7 for bunker gear. Mr. Singleton seconded the motion, which carried.

- E. Rev. Mathews to request an allocation of \$3,000 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Baldwin Police Department to hire a part-time administrator.

Rev. Mathews moved that funds in the amount of \$3,000 be allocated from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Baldwin Police Department to hire a part-time administrator. Mr. Naquin seconded the motion, which carried.

- F. Mr. Rogers to request an allocation of \$6,500 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Fire Protection District No. 2 for fire hydrants.

Mr. Rogers moved that funds in the amount of \$6,500 be allocated from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Fire Protection District No. 2 for fire hydrants. Mr. Ina seconded the motion, which carried.

- G. Mr. Singleton to request an allocation of \$15,000 from Wards 5 & 8 3/10% Sales Tax Fund to the City of Patterson for the Volunteer Fire Department to purchase bunker gear.

Mr. Singleton moved that funds in the amount of \$15,000 be allocated from Wards 5 & 8 3/10% Sales Tax Fund to the City of Patterson for the Volunteer Fire Department to purchase bunker gear. Mr. Hebert seconded the motion, which carried.

H. Appointments to the following Boards and Commissions:

Consolidated Gravity Drainage District No. 1 (Iberia/St. Mary Parish Line to Wax Lake Outlet) – 1 Vacancy

Lamonika Coit-Dwyer – Present Member

Rev. Mathews moved that Lamonika Coit-Dwyer be reappointed to Consolidated Gravity Drainage District No. 1. Mr. Rogers seconded the motion, which carried.

Recreation District No. 1 (Amelia) - 1 Vacancy

No applications received.

Clerk of the Council, Lisa Morgan informed that she accidentally left off an application from Erica Tabor Duplantis and present member, Anthony Scully, Jr. emailed after the deadline.

In response to Mr. Beadle’s inquiry, Mrs. Morgan stated that Erica Tabor Duplantis did submit her application before the deadline.

Mr. Fryou requested to place this item on November 20, 2019 meeting.

Fire Protection District No. 7 (Bayou Vista) – 3 vacancies

Myron Bourque – Present Member

Robert Wilkerson – Present Member

Mr. Hidalgo moved that Myron Bourque and Robert Wilkerson be reappointed to Fire Protection District No. 7. Mr. Singleton seconded the motion, which carried.

St. Mary Parish Library Board of Control – 1 Vacancy

Lucy R. Watson – Present Member

Mr. Ina moved that Lucy R. Watson be reappointed to St. Mary Parish Library Board of Control. Mr. Singleton seconded the motion, which carried.

There being no further business, Mr. Fryou moved for adjournment. Mr. Voisin seconded the motion, which carried.